

EXHIBIT 32. B

Possibly Identifies the MCI Rep and The Apparent Theft of Account

via: mailbox 1, roytanner on MCI ** Message Received OK
Date: Mon May 09, 1994 2:45 pm EST
From: Telemark / MCI ID: 578-9649
TO: * Telemanagement Brokers / MCI ID: 501-2240
Subject: Corp. ID Change for AFF
Message-Id: 21940509194512/0005789649PK4EM

Cary Brown,

With reference to our conversation today about American Frozen Foods:

Approximately one month ago, I spoke with Paul Kane from MCI in Stamford, Connecticut (1-800-284-9190.) He had been in contact with Janice Peruso about the MCI Investment Account Program. He subsequently did a proposal with respect to AFF's New York locations. At that time, I made him aware that the existing MCI Account was a part of Alternate Channels and serviced through the Orlando Branch office. He assured me at that time that he understood the situation and would make sure all new revenue would be under my existing Corp ID.

He also made sure to tell Janice that I would still be her Account Rep and be compensated as such. About one week ago, Janice added her New York locations to MCI with this understanding. Paul Kane told Janice he had spoken with me and everything was worked out. (I have left message for Mr. Kane but he has not returned my calls.)

I spoke with Janice today on the phone and she asked me to add several lines to her Florida locations. In attempting to add these lines, I was told the locations no longer existed under my Corporate ID (99351536) and had been converted to a new Corporate ID (99572561) on Friday, May 6th. At the present time, it showed only the New York locations under that new ID. It also noted that "Joe F" had done the conversion.

After speaking with Annette Reeves at the Orlando branch office, she conferenced in Joe Furic from MCI in Stamford; he verified that he had moved all the traffic from the old ID to the new ID as per Paul Kane's instructions.

Obviously, these changes took place without my consent or that of the client. Even though the Corporate ID has changed, this has been my account for seven years and should continue to be so. The only reason Janice even spoke to Paul Kane in the first place, was because of her long standing association with TMB.

Please let me know if I can be of any further help in resolving this matter.

Carey O'Neill

EXHIBIT 32. C
Partial MCI Record Showing Active
Customer History; Agent Not Paid

NAME ENTERED: AMERICAN FROZEN FOOD		NAME LOCATOR SCREEN		ST	CONS #	INST	CYC	CR
CUST #	NAME	CITY						
01 4V731104	AMERICAN FROZEN FOOD	CHATTANOOGA		TN		050994	93	SI
02 4V787803	AMERICAN FROZEN FOOD	STRATFORD		CT		112693	51	CO
03 4D202698	AMERICAN FROZEN FOOD	ALTA ALTAMONTE SPRIN	FL	99351536	083192	80	CO	
04 4D427451	AMERICAN FROZEN FOOD	ATLA ALTAMONTE SPRIN	FL	99572561	051294	80	MM	
05 4D202699	AMERICAN FROZEN FOOD	LAUD POMPANO BEACH -	FL	99351536	083192	80	CO	
06 4E399566	AMERICAN FROZEN FOOD	LAUD POMPANO BEACH	FL	99572561	051294	80		
07 4E050351	AMERICAN FROZEN FOOD	TAMP TAMPA	FL	99572561	051294	80	LD	
08 4D451554	AMERICAN FROZEN FOOD	TMP TAMPA	FL	99351536	083192	80	CO	
09 4D180227	AMERICAN FROZEN FOODS	STRATFORD	CT	99962783	120594	90		
10 4E082139	AMERICAN FROZEN FOODS	STRATFORD	CT	99962783	120594	90		
11 4E222410	AMERICAN FROZEN FOODS	CHATTANOOGA	TN		082487	81	CO	
12 N0116402	AMERICAN FROZEN FOODS	STATFORD	CT		080888	07	HA	
13 4E664278	AMERICAN FROZEN FOODS	TAMPA	FL		030290	51	DC	
14 4E664316	AMERICAN FROZEN FOODS	TAMPA	FL		030290	51	LD	
15 4V345618	AMERICAN FROZEN FOODS	CHATTANOOGA	TN	99785497	123094	80	DB	
16 4D451553	AMERICAN FROZEN FOODS	JACKSONVILLE	FL	99351536	083192	80	CO	
17 4E065059	AMERICAN FROZEN FOODS	ALTAMONTE SPRIN	FL	99962783	050994	90		

LINE NUMBER:
 SCREEN: SEARCH TYPE: IDENTIFIER:
 FIRST PAGE

"...Customer was changed on another MCI Program by Customer Service. Customer sent certified letter (to TMB) telling that he had no desire to change. He likes the customer services he is getting from TMB & the program we offer. He wanted to continue with TMB..."

"...A customer service Rep from MCI called saying the Customer wanted her home # taken off of home work & put on a business account. I called customer to see if this is what she wanted. She has never wanted it. She is happy with the service we offer."

MCI ROUTINELY PROMOTES AGENT CUSTOMERS TO USE

MCI OPERATED SERVICE GROUPS,

**YET, MCI SERVICE GROUPS APPEAR TO HAVE BEEN INVOLVED WHEN
MANY AGENT CUSTOMERS AND REVENUE WERE DIVERTED**

(SEE EXHIBIT)

Date: Mon, 12 Dec 1994 13:05
Via: 1
To: ROBERT BOORIN / MCI ID: 293-9160
Cc: DONALD GIENGER / MCI ID: 371-2014
Cc: WJOSCELYN / MCI ID: 257-8008

Dear Bob,

We are writing this to follow up on our meeting last week and to summarize some of the key points which we discussed.

First, It was a pleasure to meet you and we thank you for the time that you spent with us. We were encouraged by the new directions and new viewpoints that you are bringing to the program, by the increasing recognition of the Agents as a cost effective channel of choice and by the growing commitment that the broader MCI organization is making to the role of the Agent and ultimately to the Alternate Channels Program.

The reorganization combining Alternate Channels with Third Party Marketing and other specialty markets brought together a wide range of programs and resources. We are pleased that you will give us access to these programs and resources to an extent previously unavailable to the Agents. We are also pleased that you believe Agents should be able to bring the full range of MCI products to meet our customers' needs. Customers will more readily bind to us when they are confident that we can bring them total communications solutions.

Finally, we whole heartedly support your commitment to place Agents on a level playing field with MCI Branches, comparable in level of access to information, comparable in the service levels we offer our customers and comparable in access to competitive MCI products and services.

Several of your stated directions align with what TMB has attempted to do in the recent past and with where we would like to go in the near future. We have a number of large customers and it has always been part of our plan to take advantage of the obvious affinity opportunities that exist within their customer bases and business partner relationships.

We have other customers who have asked us about Network MCI and a base of thousands of other customers who are prime targets for us to aggressively market this new product. Don and Bill are now helping us to complete the sale of MCI's Response Net to a company that is one of Orlando's fastest growing programmers of ATM's for the most prominent bank in Central Florida. We could not compete with the low priced one plus rates that they have but are able to penetrate the client because we can bring Response Net, a product that supports their growth directions. While we will not save them additional money at this time, we can become their telecommunications company of choice because we have concentrated on helping them to make money.

Finally, we appreciate your invitation for TMB to be part of your growth plans and for your willingness to participate financially with helping us to achieve future growth. We are continuing to invest in our business; we have a installed local area network, added several new workstations, automated our selling and administrative processes and are recruiting new sales reps. We look forward to meeting with you over the next few weeks to further develop our future expansion plans.

We both agree that there is substantial demand side opportunity in the market place for us to pursue. There is the accompanying challenge of managing the supply side of the equation which includes the business fundamentals and the infrastructure necessary to efficiently convert this opportunity into value for

EXHIBIT 35.A

**Letter to MCI Management Appealing
For Restoration of Apparent Stolen
Account and Emphasizing the Harm of
Thefts on Agent Business**

MCI and TMB. In our contract renewal discussions with MCI we have described five prerequisite for us to remain healthy and viable businesses:

1. Access to Competitive MCI Products
2. Access to timely and complete Customer Information
3. Competitive Order Processing and Service Levels
4. Prompt Commission Payment Process
5. Halting the Theft of TMB Accounts by other MCI Channels

As part of the meeting we briefly discussed how numbers 5 and 4 are currently adversely affecting our business. As an example, MCI Reps from the Stamford Branch penetrated American Frozen Foods, a longstanding TMB account, which we had placed on a term agreement. The Reps voided the term, offered an extremely competitive product and simply rewrote the account, changing the Corp ID numbers, all with out TMB agreement. We provided the background information to Alternate Channels, but the theft was never halted. A more recent example is the MCI Reps from the MT. Laurel Branch have penetrated Ansercom, another long standing TMB account. We have written MCI about this over a month ago and have not received any correspondence outlining MCI's course of action. Several months ago we informed MCI of suspected activity to consolidate Dillard Paper, another longstanding TMB account. To date, we have not had any correspondence describing MCI's position or course of action to assist us with the protection of our business.

These represent examples of larger accounts, which TMB has typically grown from dollar zero, have put on term agreements and are now in their prime growth mode. Over the last four months we have over ten cases of recorded testimony by our customers describing how MCI reps removed their accounts form under TMB without their knowledge or consent.

We have described only a few of the most blatant examples, but are convinced that the problem is much more pervasive. Conservatively, the obvious cases amount to about \$420,000 to \$600,000 annually. Assume that an Agent sales rep costs from \$40,000 to \$50,000 per year fully burdened and produces \$3,500 to \$5,000 in sales per month. Then, the replacement of \$420,000 to \$600,000 could take from seven to fourteen months cost from \$35,000 to \$60,000. TMB has a track record growing accounts from zero to as much as \$1,000,000 per year. It is reasonable to project that TMB would increase any of these larger accounts by at least 50% in the seven to fourteen month replacement period. Adding the replacement and lost growth together, TMB would have to devote a full time rep for eleven to twenty one months, at a capital cost of \$45,000 to \$90,000 just to stay level. This simple arithmetic does not consider the time value of money, the calculation of payback of capital, the associated expenses, attrition nor the the incremental resources required from the Alternate Channels support group. All simply to remain level. This is single the most devastating threat to our business.

The Commission Payment process # 4 above is another compelling concern. We realize the revenue from a sale after approximately 80 to 100 days. Additionally, we just received true ups totaling nearly \$200,000, and spanning as far back as January 1994. True ups with this time span are not unusual. This means that our cash is held inside MCI for anywhere from 100 to 300 days and given your financial background, you understand the impact that receivables of this length of time have on the health and capital requirements of the any business. This is especially true for rapidly growing businesses, where the dollar amount of the outstanding receivables normally grows in proportion to sales. Dramatic increases in sales dramatically increases receivables dollars. If the current receivables cycle is not reduced and we pursue aggressive growth

aims, then it is likely that hundreds of thousands of dollars would be trapped and withheld from agent business operations at a time when the cash would be most vital.

There are likely several reasons why the receivables cycle is so long, one of which is that Agents are not customarily given access to the MCI information necessary to proactively track and manage our installs, billings and missing accounts. This is not a people issue. The Alternate Channel support staff work long and hard to support us. This appears to be a process and system issue. The process does not have the safeguards to prevent our accounts from being taken or misapplied and can sometimes produce distorted information and delayed results. We, however are totally reliant upon the process and system for the disclosure of the problem, the justification of the solution and the application of the corrective action.

You will remember that we discussed the five day standard for order installation. While the Alternate Channels support group works very hard to observe the standard, this standard is far below the service level of our competitors and of the other MCI channels, who often use their preferred access and service levels as a means of moving our customers from our book of business.

We need your help. Not only with the above but with moving along our contract amendment which we have been discussing with MCI since April of this year. As the incoming executive for our program, we know you are very much concerned with future goals and directions; if there were ways that we could solve these problems on our own we would do so and would not introduce these topics to you. However we cannot. The combination of the unrightful movement of our accounts which embody our growth opportunity and the entrapment of the cash due us on our accounts has the potential of a mortal affect on our business. These are business fundamentals that are integral and vital to our company.

We want our business and we simply want to realize returns due us on the operations of a robust and viable company, in the same way that the shareholders of MCI expect to realize returns on their invested capital. We are encouraged that you are willing to hear our issues, that you recognize their gravity and that you have committed to resolve them.

We again look forward to working with you and appreciate your help and cooperation .

Date: Thu, 13 Oct 1994 15:42
Via: 1
To: WJOSCELYN / MCI ID: 257-8008
Subject: TMB Third Amendment

Bill,

This documents our discussion in which you communicated BA's reply to our latest E-Mail. They have proposed to leave in Paragraphs 2a, and 2c, with the exception of the last sentence. I am sure that they do not realize the extent to which the removal of this last sentence would devastate TMB's business and actually have a contrary affect on our ramping to the committed performance level.

Hundreds of accounts and thousands of dollars have been unrightfully moved from TMB by other sales channels which have access to more extensive information about our customers on a more timely basis than we do; there are cases where channels have changed customer account numbers or have substituted their commission codes, thereby redirecting TMB commissions. This has been done without our customers' or TMB's knowledge, understanding or approval. Most recently, TMB's corporate counsel's account was moved by another channel and our commissions were redirected. We have a three year relationship with this customer, who would in no way agree to a change of that nature.

We face the opportunity of a substantial benefit once we make our ramp, but also face a substantial penalty for failing to do so. Any situation that forces TMB to permit the unlimited unrightful movement of our accounts without consequence, and that would also impose a cash penalty on TMB, even though MCI received the benefit from the revenue would most certainly drive our company out of business.

A related issue is our requested modification of 7.c specifying that TMB should be entitled to information on those accounts that we bring to MCI. Our request was denied. The logical conclusion, then is that TMB, which otherwise has no access to customer revenue information, would be denied the opportunity to have the information necessary to make the case to MCI that we had in effect made our ramp.

Now in addition to the above, several other constraints are placed upon us such as the clear restrictions against TMB soliciting existing MCI accounts even though those very accounts may have been unrightfully taken from TMB. There is also the further condition requiring that TMB represent MCI exclusively. This condition restrains us from pursuing alternative business opportunities that could offset revenues to our company lost through the unrightful taking of TMB's customers by other MCI channels.

Objectively viewed, TMB operates under a very uneven playing field created by

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the structure of the TMB/MCI relationship. The elimination of the last sentence of 2c combined with the refusal to acknowledge that TMB is entitled to, at minimum, information on customers it brings to MCI would create a situation in which it would be impossible for TMB to meet the planned commitments and would create a situation that would certainly devastate TMB's business. We encourage:

- * Retaining 2c in its entirety
- * Modifying 7.(c) REPORTING AND PAYMENT," MCI will provide Agent within (some reasonable amount of time) days of Agent's request, current and historical account and revenue records, such as is available, on customers which Agent solicited for MCI..."

TMB is aggressively investing in its business and has every desire to expeditiously resolve these contract discussions. We are continuing to perform in good faith and have every desire to continue as an agent for MCI. The most recent reply regarding 2c does impose a dilemma, we hope that by describing the implications we can get your cooperation to avoid a situation which would deliberately affect TMB's business and would be contrary to the aims of overall MCI, Alternate Channels and TMB. We do need your help, the participation of Alternate Channels senior management and the help of BA with this. TMB cannot absorb the full consequence of this situation on its own and our failure to present this now would only postpone downstream adversity.

Date: Mon, 7 Nov 1994 10:18
Via: 1
To: Donald Gienger / MCI ID:371-2014
Subject: TMB Amendment Summary 11/7/94
Cc: William F. Joscelyn / MCI ID:257-8008

Dear Don,

In the interest of working with you and Bill to conclude the TMB contract Amendment, I am summarizing our viewpoints on the amendment items. TMB first proposed several of these items in April 1994, since then, we have worked in good faith to expeditiously finalize and execute the amendment and we believe that MCI has had similar intent. We have also included language below that tries to accommodate some of the interests you expressed during your last trip to Orlando.

There are essentially five key issues which we are addressing in our proposed amendment changes, largely, because of their impact on the viability of TMB's business:

1. Competitive products, services and promotions
2. Competitive order processing and customer support service levels
3. Information access necessary to manage TMB customer accounts
4. Prompt and accurate commission accounting and payment
5. Assurances and remedies preventing the theft of TMB accounts by other MCI sales channels

Since our point of acquiring TMB, we have aggressively invested in our company in order to be a continuing and viable partner with MCI Alternate Channels; From our meetings with you and others of MCI at that time and as recent a few weeks ago in Orlando you told us that MCI continues to be committed to the Alternate Channels program and to the relationship with TMB. TMB, most surely, is committed to MCI and is willing to commit additional revenues although MCI poses substantial downside penalties for failure to meet these commitments.

The five problem issue areas above are important not only because they could cause the onset of the downside penalties but more important, they are crucial to maintaining a solvent and viable business. MCI has always required TMB to be an exclusive Agent, although MCI has never granted TMB any exclusives and does actively operate other sales channels side by side with TMB. TMB's business and its susceptibility to the proposed downside penalties, therefore, is a result of MCI's imposed conditions and practices. We have communicated with you and others many times about the problems arising out of the five issues above and about their collective threat to TMB. As an exclusive Agent we are expressly prohibited from pursuing any alternative actions or relationships that help to offset and adversities that TMB experiences when we encounter these problem areas in the MCI relationship.

We are very much committed to MCI and are not looking for alternatives, however, are appealing to you to help us structure a mutual working relationship that permits us to be a contributing partner to MCI and that does not force us to accept operating practices and forfeit the protections that will certainly lead to TMB's demise.

As always Don, we appreciate your help and look forward to hearing your response to our suggestions below. Finally, we have referenced only the significant changes below; we understand that all other provisions not mentioned below are to remain unchanged.

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Named Examples

Telco Verification

MCI Verification

Disconnection on MCI documentation includes

Rep name and position

Letters & Testimonies from Customers citing the Situations
and MCI Reps who attempted to rewrite Customers'
Accounts and Move the Revenue from Agent

- taking Agent
- Accounts
- to move Agent
- Customers

E-Mails Notifying MCI

of

Thefts

E-Mails and Letters notifying MCI

**that the commission of the thefts of the Revenue was
proceeding on Agent**

**No Response by MCI to Agent requests for MCI intervention
to stop Thefts of Agent Customers**

- **E-Mail from MCI**
and committing to intervene; Theft was not stopped
- **showing the disappearance of**
the Stolen Customers and Revenue from Agent
- **showing that the apparent**
substantially on MCI

**MCI Records Documenting the Apparent Diversion of
Agent Customer Account Numbers and Agent Customer
Revenue**

**E-Mail from [redacted] to [redacted] on [redacted]
Misrepresenting [redacted] as a Stolen Customer's
Revenue to [redacted]
[redacted] To MCI Records**

-
-
- **to MCI** **on**
Apparent Stolen Customers

Mishandled Orders/ Customers

Subject to
**MCI's Customary Order
Acceptance Standards: (MCI
Customarily Accepts Orders
within 24 Hours)**

- The Agent should have Credit for
- The [redacted] is imposed upon this Contract: No one should do Anything which effectively destroys the Right of the other Party to receive the Fruits of the Contract

Practice of Processing Orders Substantially

Late

MCI

standard of 0 to 24

Significantly Compromised

Agent

'Days Of Lost

Revenue' to the Agent

- **Order Processing has Mishandled Customer Orders causing Customers to not receive the benefit for which they enrolled**
- **Further, these situations often create Credit to Customers which are**

**Mishandled Customer Support:
Poor Service**

**Retaining its Customers, Meeting its Ramp Obligations and to
Operating a Viable Business**

**Denying Delivering
Has been Detrimental to The**

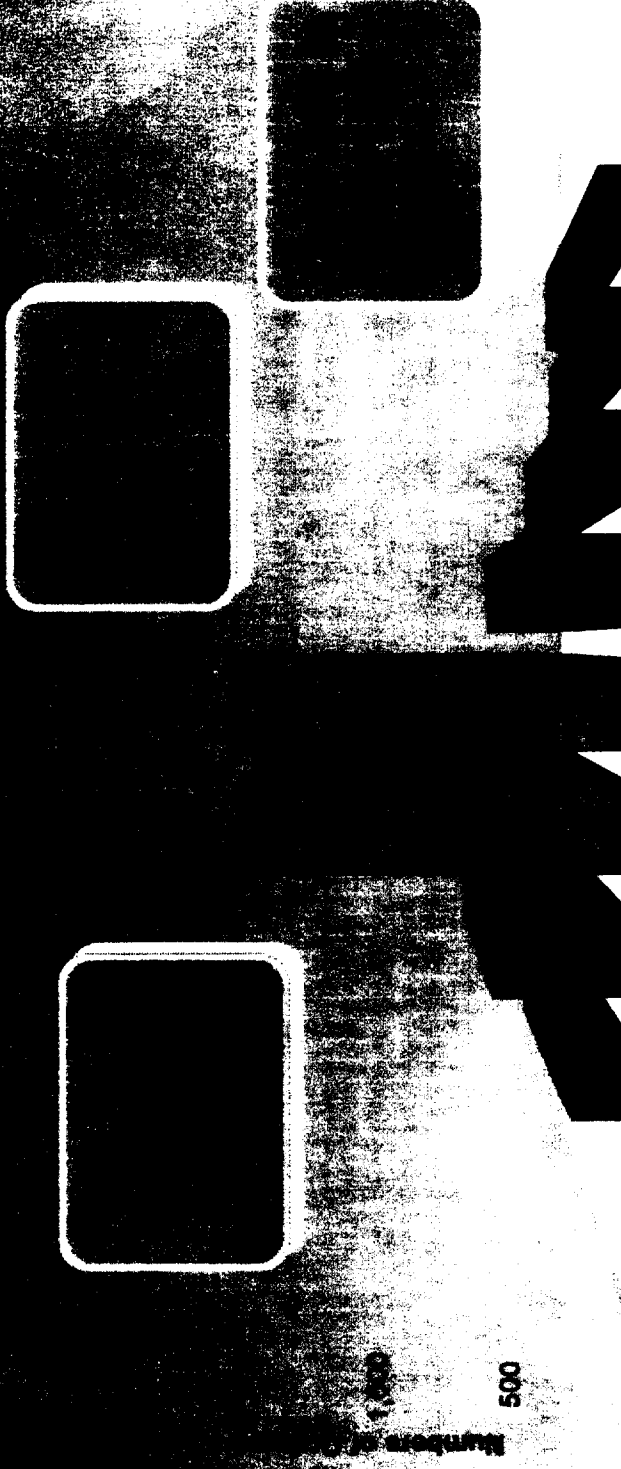
Agent Has Not Provided Required Service

**Agent Sometimes Penalized When its Customers Use Other
MCI Sources for Service**

- Agent Customer View Adversely Affected
- Agent
- Agent
- Poor MCI Service Adversely Affects Customer View Of Agent
- MCI Gives Agent No Tools to Service These Customers
- Agent must

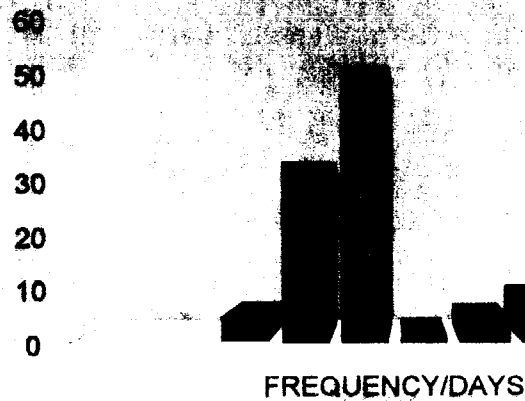
in Customer

SAMPLE OF 4,700 AGENT ORDER TO CONFIRM DATES



Inferior Order To Confirmation Duration Has Been A Persistent Problem For Agent

1994 Sample Orders

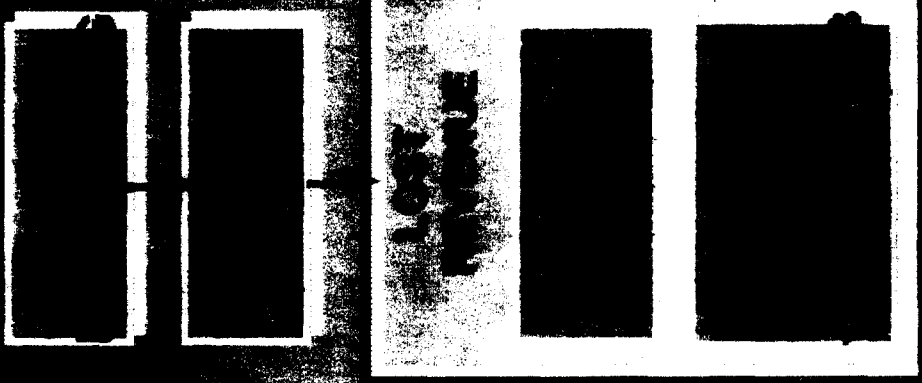


■ 3 ■ 6 ■ 10 ■ 15 ■ 20 ■ 35 ■ 60 ■ 150

FREQUENCY/DAYS

■ 3 ■ 6 ■ 10 ■ 15 ■ 20 ■ 35 ■ 60 ■ 150

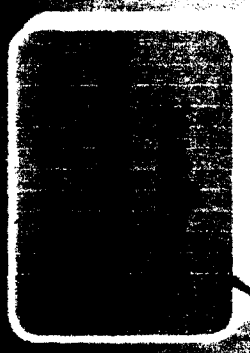
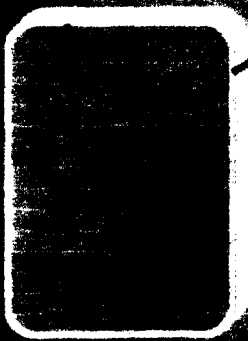
4700 Orders
Took Over
62,000 Days



Late Order Processing Creates Significant BOC Revenue For
However, Offsetting BOC Revenue are

Case Examples Follow

ORDER /



62,000 Order
Days : Up To
\$ 1 Million
Lost

(100) 0 100 200 300 400 500 600 700

LOST REVENUE \$

CONFIDENTIAL - Page 45

Agent Not Paid

\$ 647.12

**Customer 2103743484, Order written 12/7/95, Confirmed
Back to Agent 1/16/96; MCI Gained Revenue of**

Case:

**Customer 4195399453, Order written 12/14/95, Confirmed
Back to Agent 1/16/96; MCI Gained Revenue of**

Agent Not Paid

Agent Not Paid

\$ 518.40

Customer 203600433, Order written 12/11/95, Confirmed
Back to Agent 12/26/95; MCI Gained Revenue of

Case:

Customer 4077957214, Order written 12/14/95, Confirmed
Back to Agent 1/16/96; MCI Gained Revenue of